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*ATTORNEY FOR DEFENDANT,
SHUGART GLASS OF TEXAS, INC. D/B/A ALPHA GLASS COMPANY*

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DISTRICT COUNCIL 16 NORTHERN
CALIFORNIA HEALTH AND WELFARE
TRUST FUND, et al.,

Plaintiffs,

v.

SHUGART GLASS OF TEXAS, INC., a Texas
Corporation dba ALPHA GLASS COMPANY,

Defendant.

Case No. 4:20-cv-05656-KAW

**JOINT REQUEST FOR CONDITIONAL
DISMISSAL WITHOUT PREJUDICE AND
TO VACATE CASE MANAGEMENT
CONFERENCE; ORDER THEREON**

Plaintiffs and Defendant, through their respective counsel of record, hereby represent that they
have reached a settlement of this action that requires Defendant to comply with specific provisions over

1 time in order to effectuate the settlement. Defendant's full compliance with these provisions must occur
 2 by February 28, 2025.

3 Therefore, the Parties respectfully request that the Court conditionally dismiss this matter
 4 pending Defendant's compliance with the settlement terms. The Parties further request that the Court
 5 retain jurisdiction of this matter.

6 If Defendant does not meet the conditions of the settlement agreement, then Plaintiffs' Counsel
 7 may file a declaration on or before February 28, 2025, requesting that the dismissal of this matter be
 8 vacated and requesting that the matter be reopened as a result of Defendant's failure to satisfy its
 9 obligations under the Parties' settlement agreement.

10 If Plaintiffs do not file such a declaration by February 28, 2025, the Parties request that this
 11 Conditional Dismissal be converted to a Dismissal with Prejudice on or after March 1, 2025.

12
 13
 14 Dated: November 16, 2022

SALTZMAN & JOHNSON LAW CORPORATION

15 _____
 /S/

16 Matthew P. Minser

Luz E. Mendoza

17 Attorneys for Plaintiffs District Council 16 Northern
 18 California Health and Welfare Trust Fund, et al., et al.

19 Dated: November 16, 2022

SMYSER KAPLAN & VESELKA, L.L.P.

20 _____
 /S/

21 Tyler G. Doyle

22 Attorneys for Defendant Shugart Glass of Texas, Inc. dba
 23 Alpha Glass Company

IT IS SO ORDERED.

24 In accordance with the settlement and the stipulation of the Parties, and good cause appearing
 25 therefore, IT IS HEREBY ORDERED that the Court will retain jurisdiction over this matter until a final
 26 dismissal is entered.

27 If Defendant defaults in performance of the settlement with Plaintiffs, Plaintiffs' Counsel may
 28

1 file a declaration under penalty of perjury on or before February 28, 2025, requesting that the dismissal
2 of this matter be vacated and requesting that the matter be reopened as a result of Defendant's failure to
3 satisfy its obligations under the settlement agreement. If Plaintiffs do not file such a declaration by
4 February 28, 2025, this Conditional Dismissal shall convert to a Dismissal with Prejudice of this matter
5 effective March 1, 2025.
6

7
8 DATED: November 18, 2022


HONORABLE KANDIS A. WESTMORE
UNITED STATES MAGISTRATE JUDGE

ATTESTATION CERTIFICATE

In accord with the Northern District of California's Civil Local Rule 5-1, I attest that concurrence in the filing of this document has been obtained from each of the other signatories who are listed on the signature page.

Dated: November 16, 2022

By: _____/S/

Luz E. Mendoza, Esq.
Attorneys for Plaintiffs